

Azelus Website and Services Terms

These terms and conditions (**General Terms**) govern your use of the www.azelus.co.uk website (Website), the Azelus (My PT Hub) app and all other services made available to you through the Website and Azelus App (**Services**).

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE WWW.AZELUS.CO.UK WEBSITE, MY PT HUB PLATFORM AND THE AZELUS (MY PT HUB PROVIDED) APP.

If you are a user of a membership and other paid services, the Membership and Paid Services Terms and Conditions (**Subscriber Terms**) apply in addition to these Terms.

By using or accessing the Website, Azelus App or the Services, you agree to be bound by these General Terms, which constitute a contract between you and Azelus Ltd. - 13475548 (Azelus, us, our and/or we). If you do not agree to all the provisions contained in these General Terms, do not use the Website or the Azelus App.

We reserve the right to revise and update these General Terms at any time. You should periodically review these General Terms. Your continued use of the Website and/or the Azelus App constitutes your acceptance of, and agreement to, any revised General Terms.

You must be at least 18 years old to use the Website and the Azelus App. If you are under 18 years old, you must not create an account, use the Website, or use the Azelus App.

By agreeing to these General Terms, you also agree to be bound by our:

- Privacy Policy (see below)
- Cookies Policy (see below)

Disclaimer regarding purchases made through the Apple App Store or Google Play Store

If you download the Azelus App from the Apple App Store and/or the Google Play Store, or other third-party app store, you acknowledge and agree that your purchase is governed by the terms and conditions of the Apple App Store and/or the Google Play Store or other third-party app store, including:

- Apple App Store (Apple's End User License Agreement) available at <https://www.apple.com/legal/internet-services/itunes/dev/stdeula/> and Apple's Media Services Terms and Conditions available at <https://www.apple.com/legal/internet-services/itunes/au/terms.html#APPS>; and
- Google Play Store (Google Play's Terms of Service) available at https://play.google.com/intl/en_au/about/play-terms.html),

In addition to the terms set out in these General Terms, which apply to your use of the Azelus App.

Refunds for purchases of the Azelus App through the Apple App Store, Google Play Store or other third-party app store are handled directly by the store provider.

For avoidance of doubt, nothing in this disclaimer limits any right or obligation that a customer has under the United Kingdom Consumer Law, to the extent that it cannot lawfully be excluded or limited.

1. GENERAL

1. **Definitions:** In these General Terms

Access Mechanism has the meaning given in clause 2.2(b).

Affiliates means Azelus Ltd. and any subsidiary, holding company or other related body corporate (within the meaning of the Corporations Act 2001 (Cth)) of Azelus Ltd.

Claim means in respect of any person, any claim, action or proceeding, judgment, damage, loss, cost, demand, suit or proceeding for damages, debt, restitution, equitable compensation, account, injunction, specific performance, expense, or liability incurred by or to or made or recovered by or against the person, however arising and whether present, unascertained, immediate, future or contingent.

Content includes information, software, photographic material, video, text, graphics, music, sounds, comments, messages, feedback, and all other content of any kind.

Azelus App means the Azelus app available on the Apple App Store, Google Play Store or other third-party app store provided by My PT Hub.

Login Details has the meaning given in clause 2.2(b).

Prohibited Act has the meaning given in clause 2.3.

Protected Content has the meaning given in clause 3.1.

Services means all services made available to you through the Website or the Azelus App.

Subscriber Terms means the Membership and Paid Services Terms and Conditions set out below which apply to membership and other paid services offered by us.

Subscription Area has the meaning given in clause 2.7.

Uploaded Content has the meaning given in clause 3.3(a)i.

User Account has the meaning given in clause 2.1.

User Account Only Areas has the meaning given in clause 2.1.

User Account Details has the meaning given in clause 2.2(a).

Third Party Content has the meaning given in clause 4.1(e).

Website means www.azelus.co.uk and all sites or pages hosted at or through www.azelus.co.uk.

2. **Interpretation:** Unless otherwise stated in these General Terms:- (a) words importing the singular include the plural and vice versa; and any gender includes the other gender; (b) if a word or phrase is defined, cognate words and phrases have corresponding definitions; (c) a reference to a **person** or a **party** includes that person's or party's legal personal representative, executors, administrators, successors and permitted assigns; (d) a right includes a benefit, remedy, discretion, authority or power; (e) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation; (f) where there are two or more persons bound or to be bound by any agreement or obligation, such agreement or obligation binds each of those persons severally and any two or more of them jointly; (g) a reference to a document or agreement, including these General Terms, includes a reference to that document or agreement as novated, altered or replaced from time to time; (h) a reference to any thing includes the whole or part of that thing and a reference to a group of things or persons includes each thing or person in that group; and (i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of these General Terms.

2. USER ACCOUNT, ACCESS TO, AND USE OF WEBSITE, AZELUS APP AND SERVICES

1. To access certain services, you must create a user account (**User Account**). Such areas are referred to in these General Terms as "**User Account Only Areas**". You must not access any User Account Only Area without a valid User Account.
2. In creating a User Account, you warrant and agree that:
 1. Any information you provide as part of your user account, including (without limitation) your name, address and other identifying information is accurate, current, and complete (**User Account Details**).
 2. You will keep confidential and not provide to any person all login details, including (without limitation) any username, password, and/or password hint(s) chosen by you or assigned to you by us (**Login Details**), and any other mechanism for accessing or logging on to the Website, Azelus App, User Account or User Account Only Area (**Access Mechanism**);
 3. You will not allow any other person to use your Login Details to access the Website, Azelus App, your User Account, or the Services.

4. We may rely on your User Account Details being accurate, complete, and current unless and until you notify us that your User Account Details are no longer accurate, complete or current (as the case may be).
 5. You are solely responsible for all the activities that occur under your User Account, whether or not engaged in by you.
 6. You will comply with all conditions, usage restrictions or other requirements in respect of the Login Details (including any directions to use or stop using, temporarily or indefinitely, the Login Details) as notified or disclosed to you by us or any of our Affiliates or authorised representatives from time to time.
 7. You will immediately cease using any Login Details or Access Mechanism if we or any of our Affiliates or authorised representatives notify you or, if you become aware, that your permission to use those Login Details or Access Mechanism has been withdrawn or expires.
 8. You will immediately notify us if you become aware or suspect that the security of the Login Details or Access Mechanism has been compromised for any reason, or if you suspect someone else has used or is using your Login Details.
 9. You must keep your User Account Details up to date during so long as your User Account remains active.
 10. You have no proprietary interest of any kind in your User Account, Login Details, or any Access Mechanism.
3. **Prohibited Acts:** You must not use the Website, Azelus App or Services, and must not allow your User Account to be used to, do any of the following (each a **Prohibited Act**):
1. Post offensive, defamatory, harmful, insulting, intimidating, menacing, harassing, discriminatory, unlawful, false, or misleading, content of any kind.
 2. Post content of any kind that poses, or may pose, a risk to any person.
 3. threaten, harass, humiliate, or ridicule any person, or otherwise engage in unlawful conduct.
 4. Post material of which you are not the lawful owner.
 5. Post personal information about a person without their prior consent or breach any privacy law.
 6. Infringe another person's copyright, trademark, or any other intellectual property right; or
 7. Access another person's User Account or Login Details.
 8. Knowingly transmit or use any virus, worm, trojan, or other malicious or unauthorised code or disabling feature to or via the Website, Azelus App, or the Services.
 9. Interfere with or disrupt the proper and intended operation of the Website, Azelus App, or the Services, or use any means of automatically searching or mining data from the Website.
 10. Attempt to do or facilitate or encourage or assist another person to do, any Prohibited Act.

4. **Suspension or termination of your User Account:** We may disable, suspend, or terminate your (or any other) User Account, Login Details and/or any Access Mechanism at any time without notice if:
 1. You notify us that you wish to terminate or suspend your User Account.
 2. Your User Account becomes inactive (including, without limitation, if you have not logged in to your User Account for more than 30 consecutive days).
 3. We suspect (in our sole discretion) that your User Account Details or Login Details are out of date or inaccurate or that your Account, Login Details, or the Access Mechanism have been compromised in any way.
 4. We believe (in our sole discretion) that you have engaged in, are engaging in, or are likely or intend to engage in a Prohibited Act, or your User Account has been, is being, or is likely to be, used to engage in a Prohibited Act.
 5. We consider (in our sole discretion) it is necessary to comply with any law or to protect the safety of any person.
5. **Removal and moderation of content:** We may remove from the Website, Azelus App and/or the Services at any time, without notice, content of any kind (whether or not posted by you) which we consider offensive, defamatory, harmful, insulting, intimidating, menacing, harassing, discriminatory, unlawful, false or misleading or otherwise inappropriate, or otherwise for any reason in our sole and absolute discretion.
6. **Your content, User Account Information and other material:** Except as required under privacy law and our Privacy Policy, you agree that we have no obligation to store, retain or destroy your User Account, User Account Information or any other content uploaded or posted by you to, or through the Website, Azelus App or the Services, whether your User Account is active or has been suspended, terminated or otherwise.
7. **Subscription Areas:** Certain areas of the Website and Azelus App may only be accessed with a valid subscription or membership with us or an Affiliate that authorises access to that area (Subscription Area). You must not access any Subscription Area without a valid applicable subscription or membership. You may also be required to have a valid User Account. For avoidance of doubt, any Training Program created during, or as part of your Subscription, form part of the Subscription Area.

3. CONTENT AND INTELLECTUAL PROPERTY

1. **Limited licence to use content:** Unless otherwise specified, we grant you a non-exclusive, non-transferable, limited right to access the Website, Azelus App, the Services, and the content available for your personal, non-commercial use, provided that you comply fully with these General Terms (**Protected Content**). You acknowledge that nothing in these General Terms or your use of the Website, Azelus App or the Services grants to you any proprietary interest or right to sublicense any of Protected Content or any content you obtain from the Website, Azelus App, the Services or your use of

them, including (without limitation) when it is downloaded to your computer or other device.

2. You acknowledge that the Website, Azelus App and Services contain content that is or may be protected by copyright, patents, trademarks, or other intellectual property rights. You must not modify, publish, transmit, distribute, perform, purport to sell, create derivative works of, or in any way exploit, any Protected Content, whether in whole or in part, without our prior written consent.
3. **Content posted or uploaded by you:**
 1. You grant to us, our Affiliates and our and their successors and assigns, to the fullest extent permitted by law:
 1. A perpetual, irrevocable, non-exclusive right and license, including the right to sublicense and consent to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform, enter into commercial rental arrangements in respect of and display any content you post or upload to the Website, Azelus App or using the Website, Azelus App or the Services (**Uploaded Content**), whether in whole or in part and with or without the use of your name, worldwide and/or to incorporate the Uploaded Content in other works in any form, media, or technology now known or later developed, for the full term of any copyright, trademarks and other intellectual, personal and proprietary rights that may subsist in such content, for any purpose, whether commercial, advertising or otherwise.
 2. Your irrevocable and unconditional consent to us, our Affiliates, or any person authorised by us or them, using, disclosing, reproducing, copying, adapting, publishing, performing, exhibiting, communicating or transmitting the Uploaded Content or any adaptation of it (or any part of it or of any such adaptation) anywhere in the world: (a) in whatever form and in whatever circumstances we think fit, including the making of any distortions, additions or alterations to the Uploaded Content or any adaptation of it (or any part of it or of such adaptation); and (b) without identifying you as the author or otherwise identifying you in respect of the Uploaded Content.
 2. You hereby waive any moral rights you may have in any Uploaded Content.
 3. You warrant that:
 1. you are the owner of all copyright and all other intellectual property rights (if any) subsisting in any Uploaded Content or are otherwise authorised to deal with the Uploaded Content and grant the rights and consents set out in this clause 3.3.
 2. your use of the Uploaded Content, and our use of the Uploaded Content, including (without limitation) the hosting

of the Uploaded Content on the Website or Azelus App, will not infringe the copyright or other intellectual property rights of any person or entity.

3. The depiction or identification of any person in any Uploaded Content is with that person's prior consent, which has not been revoked.
4. You will not upload or post images of, or content about or relating to, any person under the age of 18.

4. Injunctions

You acknowledge that any breach by you of this clause 3 may cause damage to us which cannot adequately be remedied by damages and that if you breach or act in a way which threatens to breach this clause 3, we may seek injunctive relief against you.

5. Copyright Complaints

If you believe that your work has been copied, reproduced, or used in a way that constitutes copyright infringement or are aware of another person doing so, please contact our designated copyright representative: Joshua Sacks – central101business@outlook.com

4. DISCLAIMER, LIMITATION OF WARRANTY, AND LIMITATION OF LIABILITY

1. Disclaimer:

1. The opinions, information and other content contained on the Website, Azelus App and the Services are for informational and entertainment purposes only, and are not a substitute for professional advice, diagnosis or treatment of any disease or condition. **You should consult your physician or other health care professional before starting any nutrition and/or fitness program to determine if it is appropriate for you – we are qualified to offer exercise programs and nutritional advice / guidance, we are not qualified to diagnose health conditions.**
2. We make no representation that any information on the Website and Azelus App is in every respect accurate, current, or complete. To the fullest extent permitted by law, we assume no responsibility for any error or omission in any content or information published on or available through the Website, Azelus App or the Services, or that it is suitable for your personal circumstances. You are encouraged to confirm any such information with other sources and make your own assessment of its reliability and suitability for your individual circumstances. Azelus always tries to supply the most up-to-date and accurate information however due to constant and on-going reviews of scientific literature, information can become outdated or incorrect in a short space of time.
3. **External and Third-Party Links and Sites:** The Website, Azelus App and Services may contain links to external websites, and you may be offered a number of automatic links to other websites that may interest you (**External and Third Party Links and Sites**). We accept no responsibility for, or liability in respect of, and make no warranty whatsoever as to, the content, security, privacy practices,

accessibility, or terms and conditions of External and Third-Party Links and Sites. **You agree and acknowledge that if you access, use, or rely upon any External and Third-Party Links and Sites you do so entirely at your own risk.**

4. **Third Party Content:** Other users of the Website, Azelus App and Services, third party advertisers and other third parties may from time-to-time post or publish information or content (including advertising material) on the Website (including without limitation Recipes, Nutrition Guidance, and the Azelus Laboratory), Azelus App or through the Services (**Third Party Content**). We make no representation whatsoever as to the accuracy, quality or otherwise in respect of any Third-Party Content. **You agree and acknowledge that any use or or reliance upon any Third-Party Content is entirely at your own risk.**
5. **No duty to warn or advise:** There are risks associated with any health, exercise, and nutritional activity. You agree and acknowledge that the warnings set out on the Website, Azelus App, in the Services and these General Terms are not advice or a comprehensive statement of risk and are not intended to be relied upon as such. **To the extent permitted by law, you agree that nothing in any warning or other information set out or communicated in or through the Website, Azelus App or the Services or these terms shall give rise to any duty to warn of any risk or any other matter, duty to advise or other duty of care.**
6. **Social media and member forum:** Other users of the Website, Azelus App and Services or other third parties may from time to time establish social media groups, pages, forums, or websites. These groups, pages, forums, or websites are not in any way affiliated with Azelus. We do not endorse, curate, or authorise any of those groups, pages, forms or websites, or any content contained or posted on them. We make no representation and give no warranty (whether as to accuracy, quality, completeness or otherwise), and accept no responsibility or liability for, the conduct or content of any such groups, pages, forums, posts websites or content.
2. **Limitation of warranty:** To the fullest extent permitted by law, and except as otherwise expressly specified, neither we, nor any of our Affiliates, officers, directors, employees, agents, information providers, partners, advertisers, licensors or suppliers give any warranty of any kind, whether express or implied, about the Website, the Azelus App, the Services or any content, material or representations posted on, through or with respect to the Website, Azelus App or the Services, or about any External and Third Party Links and Sites or Third Party Content.
3. **Release:** To the fullest extent permitted by law, you release and forever waive any and all Claims you may have against us, our Affiliates, officers, directors, employees, agents, information providers, partners, advertisers, licensors or suppliers for any loss, damage, expense or injury (including any Claim) you sustain arising out of or in connection with your access to (or

inability to access) or use of the Website, Azelus App or the Services or any External and Third Party Links and Sites or any Third Party Content.

4. Limitation of liability:

To the fullest extent permitted by law you agree that:

1. Neither we, nor any of our Affiliates, officers, directors, employees, agents, information providers, partners, advertisers, licensors, or suppliers will be liable to you or any person for any Claim resulting from or arising out of:
 1. Your use or inability to use the Website, Azelus App or the Services, including (without limitation) their unavailability at any time or for any period, whether or not by reason of matters within our control or within the control of any vendor providing software or services support to us.
 2. Unauthorised access or alterations of your transmissions to or from the Website or Azelus App by a third party.
 3. Any viruses that may infect your computer equipment or other property whether by reason of your access to or use of the Website, Azelus App or Services, or otherwise.
 4. Activities resulting from the loss or misuse of your User Account Details, Login Details, or other Access Mechanism.
 5. Statements or conduct of any third party.
 6. Any indirect or consequential loss, or any economic loss.
 7. Any other matter relating to the Website, Azelus App or the Services, except to the extent resulting from our gross negligence or wilful default.

Each of the limitations in clauses 4.4(a)i-vii is a separate limitation of liability. To the extent any of them is held to be void or unenforceable, it and any other provisions shall be read down or severed to the extent necessary to cure the invalidity or unenforceability; and

2. To the extent our liability and the liability of any of our Affiliates, officers, directors, employees, agents, information providers, partners, advertisers, licensors or suppliers, is not otherwise excluded, or is unable to be excluded, that liability, howsoever arising (including any breach of these General Terms or other agreement with you) and of whatever kind (whether based on breach of contract, tort, strict or product liability, breach of warranty or otherwise), shall be limited to direct damages up to the amount (if any) you have paid us or our Affiliates for the use of the Website, Azelus App or the Services in the immediately preceding six (6) months, or \$2,000 (whichever greater).
5. The limitations on and exclusion of liability for damages in these General Terms shall apply regardless of whether the liability is based on breach of contract, tort, strict or product liability or breach of warranty.

6. You acknowledge that your use of the Website, Azelus App and Services are entirely at your own risk, and you are responsible for taking all precautions you deem necessary or advisable to protect you against any Claim, risk, hazard, loss, or damage that may arise from your use of the Website, Azelus App, or the Services.

5. INDEMNITY

1. To the fullest extent permitted by law, you agree to indemnify, defend and forever hold harmless us, our Affiliates, and our and their officers, directors, employees, agents, partners, information providers, contractors, advertisers, licensors and suppliers from and against all Claims, including reasonable legal costs, resulting from any breach of these General Terms by or any activity related to your User Account or use of the Website, Azelus App or the Services (including, without limitation, infringement of any third party's copyright, trade mark, patent or other intellectual property rights anywhere in the world or any negligent or wrongful conduct) by you and any liability for any Claim, whether direct, indirect, incidental, special and/or consequential, including loss of profits or income, suffered by us, any of our Affiliates or you, or claims made against us or any of our Affiliates, or any of our or their officers, directors, employees, agents, partners, information providers, contractors, advertisers, licensors and suppliers or you which result from your breach of these General Terms, or your use of the Website, Azelus App or the Services.
2. Each of the indemnities in clause 5.1 is a separate obligation by you to us. To the extent any of them is held to be void or unenforceable, it and any other provisions shall be read down or severed to the extent necessary to cure the invalidity or unenforceability.

6. AMENDMENT, VARIATION OR ADDITION TO THESE TERMS

We may amend, vary, revise, or modify (including by deleting or adding terms) these General Terms at any time and without prior notice. By continuing to use the Website, Azelus App and/or the Services you agree to be bound by the amended General Terms.

7. PRIVACY

1. When you provide us with personal information to complete a transaction, verify your credit card or subscribe to membership, you are consenting to our collection and use of information provided for the specific purpose for which it is provided. Your personal information will be handled in accordance with our Privacy Policy. You may withdraw your consent at any time by contacting customersupport@azelus.co.uk
2. We may disclose your personal information if required to do so by law or otherwise in accordance with our Privacy Policy.
3. We use and store cookies in accordance with our Cookies Policy.

Membership and Paid Services Terms and Conditions

These terms and conditions (**Subscriber Terms**) govern your use of the membership and other paid services (**Paid Services**) offered by **Azelus Ltd, 13475548, us, our and/or we**. **By clicking “I accept these terms and conditions” or otherwise subscribing to or using the Paid Services, you agree to be bound by these Subscriber Terms.**

These Subscriber Terms apply in addition to the Azelus Website and Services Terms (**General Terms**) set out above which govern your use of the Website, Azelus App and Services to the extent not otherwise provided for in these Subscriber Terms.

We reserve the right to revise and update these Subscriber Terms at any time. Any amendments to the Subscriber Terms takes effect on the first renewal of your Subscription (including the first renewal of any membership plans and/or blocks) or applicable Paid Service, and for any new Subscriptions or Paid Services, after the revised Subscriber Terms are posted on the Website.

You must be at least 18 years old to use a Subscription or other Paid Services.

By agreeing to these Subscriber Terms, you also agree to be bound by our Privacy Policy and Cookies Policy.

1. GENERAL

1. Definitions: In these Subscriber Terms.

Affiliates has the meaning given in the General Terms.

Claim has the meaning given in the General Terms.

Coach Support has the meaning given in clause 2.5.

Content has the meaning given in the General Terms.

Paid Services means any paid services offered by us or our Affiliates.

Subscription means a subscription to use Paid Services, including without limitation any weekly, monthly, or quarterly subscription or membership plan and/or subscription or membership block (being a non-recurring and one-off time limited subscription or membership plan).

Subscription Access means access to the Subscription Only Areas as set out in clause 2.1 of these Subscriber Terms.

Subscription Content means the content in the Subscription Only Areas as set out in clause 2.3 of these Subscriber Terms.

Subscription Only Areas means the subscription and/or membership only areas of the Website and Azelus App.

Training Programs has the meaning given in clause 2.5 of these Subscriber Terms.

User Account and User Account Details have the meaning given in the Terms.

2. **Interpretation:** Unless otherwise stated in these Subscriber Terms:- (a) words importing the singular include the plural and vice versa; and any gender includes the other gender; (b) if a word or phrase is defined, cognate words and phrases have corresponding definitions; (c) a reference to a person or a party includes that person's or party's legal personal representative, executors, administrators, successors and permitted assigns; (d) a right includes a benefit, remedy, discretion, authority or power; (e) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation; (f) where there are two or more persons bound or to be bound by any agreement or obligation, such agreement or obligation binds each of those persons severally and any two or more of them jointly; (g) a reference to a document or agreement, including these Subscriber Terms, includes a reference to that document or agreement as novated, altered or replaced from time to time; (h) a reference to any thing includes the whole or part of that thing and a reference to a group of things or persons includes each thing or person in that group; (i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of these Subscriber Terms; and (j) a reference to a provision or clause is a reference to that provision or clause in these Subscriber Terms.

2. SUBSCRIPTIONS

1. When you enter into a Subscription (including any membership plans and/or blocks) with us, you will be granted access to the applicable Subscription Only Areas of the Website and Azelus App (**Subscription Access**) for the term of your Subscription, subject to the terms of your Subscription these Subscriber Terms and the Terms.
2. Subscriptions will continue until terminated in accordance with these Subscriber Terms. You may terminate a membership anytime by contacting customersupport@azelus.co.uk. To learn how to terminate your subscription or membership, please contact us on support@azelus.co.uk. Any such termination will take effect at the end of the current subscription or membership period.
3. Your Subscription Access constitutes a non-exclusive, non-transferable, limited right to access, use, and display on your personal devices the content published in the Subscription Only Areas, including coaching videos, nutrition posts and recipes by other users (**Subscription Content**) during the term of the Subscription. Upon termination of your Subscription, you will no longer have access to any applicable Subscription Content, including without limitation any Training Programs.
4. The Subscription Content is for your personal, non-commercial use only. You may not assign, transfer, or sublicense any of these rights or publish, share,

any Subscription Content to any other person or third party or modify any Subscription Content or attempt to do any of these things. If you fail to comply with the restrictions in this clause 2.4, we may cancel or terminate your Subscription without prior notice or liability to you.

5. **Coach Support and Training Programs:** Your Subscription Access includes access to the My PT Hub (provided) Azelus platform (or Azelus App, as applicable) through which you can ask our coaches questions relating to your training and fitness via the built in messenger either via the My PT Hub website or Azelus App, and your training program section of the My PT Hub section of their platform (or Azelus App, as applicable) through which you will be provided a customised training program from one of our Azelus coaches (**Training Programs**). Your access to Azelus coach Support and Training Programs are subject to the following limitations:
 1. Coach Support and Training Programs are not intended to constitute medical or nutritional advice and are not a substitute for professional advice, diagnosis or treatment of any disease or condition. Our Azelus coaches vary in level of qualification – those who are qualified to provide nutritional advice will do so. **You should consult your physician or other health care professional before starting any nutrition and/or fitness program to determine if it is appropriate for you.**
 2. Without limiting anything in clause 2.5(a), persons subject to a medical or health condition, pregnant women or who suffer from a disability or impairment are strongly urged to seek professional medical advice prior to commencing any form of exercise, training, or nutritional program.
 3. You must provide true and accurate information regarding your health and ability to undertake any training, exercise, or program. We may refuse to provide access to Azelus coach Support, Training Programs, or other similar services if we or one of our coaches believe that training or exercise may pose a risk or hazard to your health or safety, or that you have provided inaccurate or incomplete information regarding your health or ability to undertake training or exercise.
 4. By using the Coach Support and/or Training Programs you warrant and represent that you can undertake them safely and are not subject to any medical or other condition which may affect your ability to undertake them, or any part of them, safely, or have been approved by a properly qualified medical professional to do so despite that condition.
6. Our Subscriptions and Paid Services, including Coach Support and Training Programs are not intended for persons under 18 years of age. **If you are under 18 years old, you must not use the Azelus (My PT Hub provided) Website, Azelus App, or any of our Paid Services.** By continuing to use the Subscriptions and Paid Services after the Renewal Date, you agree to their renewal.

3. GENERAL AVAILABILITY OF SERVICES

1. The availability of our services, including (without limitation) the Website, Azelus App, Subscription Content, Subscription Only-Areas, Coach Support and Training Programs, may be limited based on demographic, geographic, health, client space or other criteria we from time to time determine. You agree and acknowledge that we may terminate your Subscription and/or Paid Services, at any time based on these criteria. In the event of such termination, we will refund any applicable fees and charges for the remaining term of your Subscription or other Paid Services.
2. Azelus coach Support, Training Programs, and other services involving access to our coaches or other interactive access, or communication are subject to coach availability and are limited to a maximum of 60 minutes per session. Sessions (including any real-time session, chat or other communication) may be terminated by our coaches at any time for any reason they consider appropriate. Coach Support, Training Programs and any other services involving our coaches are ordinarily provided between 9:00 A.M. and 5:00 P.M. (GMT / BST) Monday to Friday. However, this is an indication only and actual times may vary. We may withdraw Coach Support or Training Programs from our offerings at any time and without prior notice to you.
3. You agree and acknowledge that interruptions may occur to our services, including (without limitation) the Website, Azelus App (My PT Hub provided), Subscription Content, Subscription Only-Areas, Coach Support and Training Programs, from time to time, whether or not due to matters within our control. You agree that we are not responsible and have no liability for any temporary or other interruption to our services, whether or not due to matters within our control.
4. Azelus coaches are encouraged to work after their typical workday – and advice, support and or calls can be provided before and / or after the stated 9:00 A.M. and 5:00 P.M. (GMT / BST) Monday to Friday. However, should you have a concern you wish to raise outside of ‘work hours’ you can either contact us at customersupport@azelus.co.uk or leave a message for your Azelus coach to respond to via the My PT Hub platform (website) or Azelus App (provided by My PT Hub).

4. PRICING AND PAYMENT

1. **No refund or exchange except as required by law:** Subject to any statutory or other rights which cannot by law be excluded or limited, and except as otherwise expressly set out in these Subscriber Terms, all fees, and charges, including purchases for digital downloads and subscriptions from the Website and Azelus App, are non-refundable and non-exchangeable. Should you wish to receive compensation for your purchase – we can discuss the availability of alternative solutions for example freezing your account in the event of a serious injury or illness which limits your ability to adhere to your training program and our services. Again, please contact customersupport@azelus.co.uk for further information and provide any contextual information you believe relevant to your reasoning.
2. **Pricing:** By purchasing a Subscription or other Paid Services, you agree to pay the price for that Subscription, or those Paid Services specified by us at the time of ordering (**Price**).

3. **Changes in pricing:** We may increase or vary the fees and charges for Subscriptions or Paid Services, or institute new fees or charges, at any time in our sole and absolute discretion by publishing them on the Website or by such other means we consider appropriate. Any increase in charges or fees, or new charges or fees, will take effect from the date of your next renewal or purchase of the Subscription or Paid Services to which those charges or fees apply, provided that in the case of automatic renewal, we have given you 7 days' written notice of the change.
4. **Currency:** Pricing and currency may vary depending on the location from which our Paid Services are purchased and may be subject to local taxes and charges. For customers in:
 1. *For customers in the United Kingdom:* Prices are in British pounds (GBP) and include VAT.
 2. *For customers in Australia:* Prices are in Australian dollars (AUD) and include GST.
 3. *For customers in the United States or outside of Australia and the United Kingdom:* Prices are in US dollars (USD).
5. **Payment:**
 1. All payments to us are processed by a third-party payment processing provider 'Stripe' (**Third Party Payment Service**). By purchasing a Subscription or other Paid Services, you agree to be bound by any terms and conditions of that Third Party Payment Service in addition to these Subscriber Terms. The third-Party Payment Service or your bank or other financial institution may require you to pay processing fees or other fees and charges. Any such fees and charges are your sole responsibility and are not included in the price of your Subscription or other Paid Services unless otherwise specified. We accept no responsibility for your use of any third-party Payment Service.
 2. Except in the case of recurring services (such as a monthly subscription), payment must be made at the time of purchasing your Subscription or other Paid Services. In the case of recurring services, you will be charged on a recurring basis at the commencement of each monthly (or other specified) period.
 3. Azelus maintains a 14-day agreement period whereby, should the customer wish to cancel their membership (regardless of the membership chosen) within 14 days of purchase, they are liable to pay the first 2 weeks costs only. Should you wish to cancel after the 14-day period, then it is at Azelus' discretion to choose whether you are (customer), dependant on the circumstances, entitled to a refund of the remaining time period left on your membership as work may have already been completed.
 4. The membership you choose enters you into a contractual agreement with Azelus – if you wish to cancel a membership early, beyond the agreement period of 14 days, you must provide Azelus with 28 days' notice to cancel. Customers will be liable to pay, in full, the period you

have spent with us, plus the 28-days notice as a surcharge for all work completed by the coach in preparation.

5. The same 14-day agreement period applies to upfront payments. If you have purchased a membership upfront and cancel after 14 days, then you will be liable to pay, in full, the period you have spent with us, plus the 28-day notice surcharge, you will be refunded the remaining charge.
6. Under the circumstance where your health intervenes with your ability to utilise our service, you must provide evidence which proves such an occurrence. Please contact customersupport@azelus.co.uk with your evidence, and it will be at the discretion of Azelus to decide on the appropriate course of action and whether you are entitled to a refund.
6. **Keeping your information up to date:** You agree to keep your account and other information including your email address and payment details up to date so that we can process payment, complete your purchase(s), and contact you as needed in connection with your purchases or account.
7. **Incidental charges and expenses:** In addition to any fees or charges payable to us, you agree that you remain responsible for all charges, fees or expenses associated with signing up for, using and connecting to the Subscriptions and other Paid Services, including (without limitation) travel costs, telephone or internet access and charges, computer, or other equipment.
8. **Termination for incorrect or invalid payment details:** If your payment is declined or fails for any reason, we may cancel your Subscription or Paid Services immediately without prior notice to you.

5. AZELUS WEBSITE AND SERVICES TERMS

The General Terms apply to your use of the Website, Azelus App (provided by My PT Hub) and the Services (as defined in the General Terms), except to the extent otherwise provided in these Subscriber Terms. To the extent that these Subscriber General Terms do not provide for a particular matter, the Terms apply to that matter as if a reference to "Services" included a reference to Subscriptions or Paid Services.

6. DISCLAIMER, LIMITATION OF WARRANTY, AND LIMITATION OF LIABILITY

1. Disclaimer:

1. The opinions, information and other content contained in or on, or provided through, the Website, Azelus App, Subscription Content, Azelus Coach Support, Training Programs and the Subscriptions and other Paid Services are for informational and entertainment purposes only, are not intended as medical or nutritional advice and are not a substitute for professional advice, diagnosis or treatment of any disease or condition. We are qualified to provide nutritional guidance but if you have a specific nutrition related health concern or condition - **You should consult your physician or other health care professional before starting any nutrition and/or fitness program to determine if it is appropriate for you.**

2. We make no representation that any information on the website is in every respect accurate, current, or complete. To the fullest extent permitted by law, we assume no responsibility for any error or omission in any content or information published on or available through the Website, Azelus App, Subscription Content, Azelus Coach Support, Training Programs (including nutritional guidance) and the Subscriptions and other Paid Services, or that it is suitable for your personal circumstances. You are encouraged to confirm any such information with other sources and make your own assessment of its reliability and suitability for your individual circumstances.
3. **External and Third-Party Links and Sites:** The Website, My PT Hub platform, Azelus App (provided by My PT Hub), Subscription Content, Azelus Coach Support, Training Programs and the Subscriptions and other Paid Services contain links to external websites, and you may be offered a number of automatic links to other websites that may interest you (**External and Third Party Links and Sites**). We accept no responsibility for, or liability in respect of, and make no warranty whatsoever as to, the content, security, privacy practices, accessibility, or terms and conditions of External and Third-Party Links and Sites. **You agree and acknowledge that if you access, use, or rely upon any External and Third-Party Links and Sites you do so entirely at your own risk.**
4. **Third-Party Content:** Other users of the Website, My PT Hub platform, Azelus App (provided by My PT Hub), third party advertisers and other third parties may from time to time post or publish information or content (including advertising material) on the Website (including without limitation Recipes, Nutrition Guidance, and the Azelus Laboratory), Subscription Content, Azelus Coach Support, Training Programs and the Subscriptions and other Paid Services (**Third Party Content**). We make no representation whatsoever as to the accuracy, quality or otherwise in respect of any Third-Party Content. **You agree and acknowledge that any use or or reliance upon any Third-Party Content is entirely at your own risk.**
5. **No duty to warn or advise:** There are risks associated with any health, exercise, and nutritional activity. You agree and acknowledge that the warnings set out or provided on, in or through the Website, My PT Hub platform, Azelus App (provided by My PT Hub), Subscription Content, Azelus Coach Support, Training Programs, Azelus Laboratory, and the Subscriptions and other Paid Services are not advice or a comprehensive statement of risk and are not intended to be relied upon as such. **To the extent permitted by law, you agree that nothing in any warning or other information set out or communicated in or through the Website, Azelus App (provided by My PT Hub) or the Subscriptions and other Paid Services or these terms shall give rise to any duty to warn of any risk or any other matter, duty to advise or other duty of care.**

6. **Social media and member forum:** Other users of the Website, Azelus App and Services or other third parties may from time to time establish social media groups, pages, forums, or websites. These groups, pages, forums, or websites are not in any way affiliated with Azelus. We do not endorse, curate, or authorise any of those groups, pages, forms or websites, or any content contained or posted on them. We make no representation and give no warranty (whether as to accuracy, quality, completeness or otherwise), and accept no responsibility or liability for, the conduct or content of any such groups, pages, forums, posts websites or content.
7. **We do have our own facebook group of which we are entitled to review and remove members should they breach any of the mandatory rules stated in the terms and conditions.**
2. **Limitation of warranty:** To the fullest extent permitted by law, and except as otherwise expressly specified, neither we, nor any of our Affiliates, officers, directors, employees, agents, information providers, partners, advertisers, licensors or suppliers give any warranty of any kind, whether express or implied, about the Website, Azelus App (provided by My PT Hub), Subscription Content, Azelus Coach Support, Training Programs and the Subscriptions and other Paid Services or any content, material or representations posted on, through or with respect to the Website, Azelus App (provided by My PT Hub), Subscription Content, Coach Support, Training Programs and the Subscriptions and other Paid Services, or about any External and Third Party Links and Sites or Third Party Content.
3. **Release:** To the fullest extent permitted by law, you release and forever waive any and all Claims you may have against us, our Affiliates, officers, directors, employees, agents, information providers, partners, advertisers, licensors or suppliers for any loss, damage, expense or injury (including any Claim) you sustain arising out of or in connection with your access to (or inability to access) or use of the Website, Azelus App (provided by My PT Hub), Subscription Content, Azelus Coach Support, Training Programs and the Subscriptions and other Paid Services or any External and Third Party Links and Sites or any Third Party Content.
4. **Limitation of liability:**

To the fullest extent permitted by law you agree that:

1. Neither we, nor any of our Affiliates, officers, directors, employees, agents, information providers, partners, advertisers, licensors, or suppliers will be liable to you or any person for any Claim resulting from or arising out of:
 1. Your use or inability to use the Website, Azelus App (provided by My PT Hub), Subscription Content, Azelus Coach Support, Training Programs and the Subscriptions and other Paid Services, including (without limitation) their unavailability at any time or for any period, whether or not by reason of

matters within our control or within the control of any vendor providing software or services support to us.

2. Unauthorised access or alterations of your transmissions to or from the Website by a third party.
3. Any viruses that may infect your computer equipment or other property whether by reason of your access to or use of the Website, Azelus App (provided by My PT Hub), Subscription Content, Azelus Coach Support, Training Programs and the Subscriptions and other Paid Services, or otherwise.
4. Activities resulting from the loss or misuse of your User Account Details, Login Details, or other Access Mechanism (as defined in the Terms).
5. Statements or conduct of any third party.
6. Any indirect or consequential loss, or any economic loss.
7. Any other matter relating to the Website, Azelus App (provided by My PT Hub), Subscription Content, Azelus Coach Support, Training Programs and the Subscriptions and other Paid Services, except to the extent resulting from our gross negligence or wilful default.

Each of the limitations in clauses 6.4(a)i to vii is a separate limitation of liability. To the extent any of them is held to be void or unenforceable, it and any other provisions shall be read down or severed to the extent necessary to cure the invalidity or unenforceability.

2. To the extent our liability and the liability of any of our Affiliates, officers, directors, employees, agents, information providers, partners, advertisers, licensors or suppliers, is not otherwise excluded, or is unable to be excluded, that liability, howsoever arising (including any breach of these Subscriber Terms or other agreement with you) and of whatever kind (whether based on breach of contract, tort, strict or product liability, breach of warranty or otherwise), shall be limited to direct damages up to the amount (if any) you have paid us or our Affiliates for the use of the Website or for the applicable Subscription or Paid Services in the immediately preceding six (6) months, or \$2,000 (whichever greater).
3. In the event clause 6.4(b) is unable to be enforced for any reason, to the extent our liability and the liability of any of our Affiliates, officers, directors, employees, agents, information providers, partners, advertisers, licensors or suppliers, is not otherwise excluded, or is unable to be excluded, that liability, howsoever arising (including any breach of these Subscriber Terms or other agreement with you) and of whatever kind (whether based on breach of contract, tort, strict or product liability, breach of warranty or otherwise), shall be limited to direct damages up to the amount (if any) you have paid us or our Affiliates for the use of the Website and all Subscriptions and Paid

Services in the immediately preceding six (6) months, or \$10,000 (whichever greater).

5. The limitations on and exclusion of liability for damages in these Subscriber Terms shall apply regardless of whether the liability is based on breach of contract, tort, strict or product liability or breach of warranty.
6. You acknowledge that your use of the Website, Azelus App (provided by My PT Hub), Subscription Content, Azelus Coach Support, Training Programs and the Subscriptions and other Paid Services are entirely at your own risk, and you are responsible for taking all precautions you deem necessary or advisable to protect you against any Claim, risk, hazard, loss or damage that may arise from your use of the Website, Azelus App (provided by My PT Hub), Subscription Content, Azelus Coach Support, Training Programs and the Subscriptions and other Paid Services.

7. INDEMNITY

1. To the fullest extent permitted by law, you agree to indemnify, defend and forever hold harmless us, our Affiliates, and our and their officers, directors, employees, agents, partners, information providers, contractors, advertisers, licensors and suppliers from and against all Claims, including reasonable legal costs, resulting from any breach of these Subscriber Terms by or any activity related to your User Account or use of the Website, Azelus App (provided by My PT Hub), or the Services (including, without limitation, infringement of any third party's copyright, trade mark, patent or other intellectual property rights anywhere in the world or any negligent or wrongful conduct) by you and any liability for any Claim, whether direct, indirect, incidental, special and/or consequential, including loss of profits or income, suffered by us, any of our Affiliates or you, or claims made against us or any of our Affiliates, or any of our or their officers, directors, employees, agents, partners, information providers, contractors, advertisers, licensors and suppliers or you which result from your breach of these Terms, or your use of the Website, Azelus App (provided by My PT Hub), Subscription Content, Azelus Coach Support, Training Programs and the Subscriptions and other Paid Services.
2. Each of the indemnities in clause 7.1 is a separate obligation by you to us. To the extent any of them is held to be void or unenforceable, it and any other provisions shall be read down or severed to the extent necessary to cure the invalidity or unenforceability.

8. TERMINATION AND CANCELLATION

1. We may terminate the Subscription and any Paid Services at any time without prior notice to you if, or if we reasonably suspect that:
 1. You have materially breached these Subscriber Terms or the General Terms.
 2. You have committed any breach of clause 2.5 of these Subscriber Terms, or clauses 2.1, 2.2, 2.3, 2.7 or 3.3(c) of the General Terms.
 3. You are not within a geographical area to which the Subscriptions and Paid Services are available as set out in clause 1 of these Subscriber Terms.
 4. A person other than you is using your Subscription or Paid Services, or your User Account.

5. You commit any breach of clause 4 of these Subscriber Terms or if we are unable to process a payment for any Subscription or Paid Services or any other amount payable by you to us under these Subscriber Terms.
2. If a Subscription or Paid Services is terminated by us under clause 8.1, you will, to the maximum extent permitted by law:
 1. Not be entitled to receive any refund (subject to any statutory rights you may have) for services or products received up to and including the date of termination.
 2. Remain liable to pay any subscription fees or charges for the remaining term of the Subscription or Paid Services.
3. You may terminate a Subscription or Paid Services by giving us at least 7 days' notice in writing at customersupport@azelus.co.uk:
 1. If we materially breach these Subscriber Terms and fail to remedy the breach within 7 days of you notifying us of the breach.
 2. 7 days prior to the expiry of the current term for that Subscription or those Paid Services, in which case the termination will take effect from the expiry of the current term.
4. You may also terminate or cancel a renewal of Subscription or Paid Services by giving notice in accordance with clause 1.

9. AMENDMENT, VARIATION OR ADDITION TO THESE TERMS

We may amend, vary, revise, or modify (including by deleting or adding terms) these Subscriber Terms at any time and without prior notice. Any such amendment, variation, revision, or modification will take effect from the next renewal or purchase of Subscription or other Paid Services.

Terms and Conditions for Coupons and Vouchers

These terms and conditions (**Coupon and Voucher Terms**) apply to coupons (**Coupons**) and vouchers (**Vouchers**) (issued by Azelus Ltd. 13475548) (**Azelus Ltd., us, our and/or we**) or any Affiliates or Distribution Partners.

Coupons and vouchers may be redeemed in accordance with these Coupon and Voucher Terms and any express terms set out in the Coupon and Voucher. By redeeming or attempting to redeem any Coupon or Voucher, you (**Customer**) agree to be bound by these Coupon and Voucher Terms.

In these Coupon and Voucher Terms:

Affiliate means Azelus Ltd. 13475448 and any subsidiary, holding company or other related body corporate (within the meaning of the Corporations Act 2001 (Cth)) of Azelus Ltd.

Distribution Partner means any third-party provider Azelus or any of its Affiliates uses to distribute Coupons and Vouchers as contemplated by these Coupon and Voucher Terms.

Coupon and Voucher Terms

1. ***Distribution of Coupons and Vouchers:*** Azelus may, in its sole and absolute discretion, create and distribute Coupons and Vouchers. The Coupons and Vouchers may be distributed by Azelus and/or by any Affiliate and/or Distribution Partner.
2. ***Intended purpose:*** Coupons and Vouchers must only be used for their intended purpose (being the purpose set out on the Coupon or Voucher or that is otherwise apparent from its terms) (**Intended Purpose**).
3. ***Improper use of Coupons and Vouchers:*** The Customer is not entitled to a refund of any membership or service to redeem or attempt to redeem a Coupon or Voucher (**Improper Use**).
4. ***Redemption period:*** Coupons and Vouchers may specify a period for redemption (**Redemption Period**).
5. ***Types of Coupons and Vouchers:*** Azelus, and/or any Affiliates and/or any Distribution Partners may distribute Coupons or Vouchers that:
 1. Have a unique coupon or voucher code (**Time Insensitive Coupon or Voucher**); and/or
 2. Do not have a unique or voucher coupon code (**Time Sensitive Coupon or Voucher**).
6. ***Duration and expiry of Coupons and Vouchers:*** Coupons and Vouchers are valid up until the date of expiry specified in the Coupon or Voucher. If no date is specified on a:
 1. Time Insensitive Coupon or Voucher, then that coupon or voucher will automatically expire within 12 months of the date of issue; and
 2. Time Sensitive Coupon or Voucher, then that coupon or voucher will automatically expire within 1 month of the date of issue.
7. ***Conditions of redemption:*** Coupons and Vouchers can be redeemed only if all of the following conditions are satisfied (except where the Coupon or Voucher expressly provides otherwise):
 1. At the time the Coupon or Voucher is redeemed, the Customer does not hold an active Azelus membership or subscription.
 2. The Coupon or Voucher has not expired and/or is not outside the Redemption Period (if applicable).
 3. No other Coupon or Voucher is being used or redeemed by the same Customer.
 4. The Coupon or Voucher is being used for its Intended Purpose and not for any Improper Use.
 5. All applicable terms and conditions set out on or referred to in or on the Coupon or Voucher (if any) are satisfied.

(together, **Conditions of Redemption**).

8. ***Limit on number of redemptions:*** Unless otherwise specified on the Coupon or Voucher:
 1. Only one Coupon or Voucher may be used at a time.
 2. A Coupon or Voucher cannot be used in conjunction with any other Coupon or Voucher.
9. ***Cancellation of Coupons and Voucher, redemptions, and membership:*** Azelus may, without limiting any other rights that it has:

1. Cancel or refuse to accept any Coupon or Voucher, coupon or voucher code or redemption of any Coupon/Voucher or coupon/voucher code that it reasonably believes, or suspects does not comply with these Coupon and Voucher Terms.
2. At any time, in its sole discretion and without prior notice to any person, cancel or revoke any membership, subscription or service that it reasonably believes or reasonably suspects to have been acquired through an Improper Use of a Coupon/Voucher or otherwise materially in breach of these Coupon and Voucher Terms; and
3. At any time, in its sole discretion, and without prior notice to any person, cancel or revoke any Coupons/Vouchers or coupon/voucher code which have not been redeemed.

You agree and acknowledge that subject to your rights as set out in clause 10 of these Coupon and Voucher Terms, Azelus shall not be liable to compensate you or any other person because of any termination, cancellation or revocation of any Coupon/Voucher, membership or service under this clause.

10. **Consumer and other statutory rights not affected**

Nothing in these Coupon and Voucher Terms limits any right or obligation that the Customer has under the Australian Consumer Law, including any consumer guarantee or right to refund, or any other right you have under any law, to the extent that it cannot lawfully be excluded or limited.

11. ***Non-transferrable, non-refundable:*** Coupons and Voucher are non-transferable, non-refundable, and cannot be sold or exchanged for cash. You must not attempt to duplicate, transfer, sell or exchange any Coupon or Vouchers without our express written permission. Azelus may, in its sole discretion, cancel any Coupon or Voucher it suspects has been duplicated, transferred, sold, or exchanged in breach of this clause. Subject to clause 10 of these Coupon and Voucher Terms, Azelus will have no liability in respect of any cancellation of a Coupon or Voucher under this clause.
12. ***Security:*** The Customer is solely responsible for the security of their Coupon(s) and Voucher(s), including any unique coupon or voucher code or other means of redemption provided to the Customer. Azelus accepts no responsibility or liability for any misuse of the Customer's Coupon or Voucher by any person.
13. ***Lost, stolen, and damaged/destroyed Coupons and Vouchers:*** Azelus has no obligation to replace any lost, stolen, damaged or destroyed Coupons or Voucher.
14. ***Verification of Coupons and Vouchers:*** Azelus reserves the right, at any time, to verify the validity of any Coupon/Vouchers or compliance with these Coupon and Voucher Terms and to cancel any Coupon or Voucher for breach of, or failure to comply with, these Coupon and Voucher Terms. Mere errors and omissions in relation to validity or compliance with these Coupon and Voucher Terms or a Coupon or Voucher will be determined at Azelus's sole discretion. Failure by Azelus to enforce any of its rights at any stage does not constitute a waiver of those rights.
15. ***Terms of service:*** By redeeming a Coupon or Voucher, you agree to be bound by our terms of service at (**Terms of Service**).

16. Inconsistency with these Coupon and Voucher Terms: In the event of any inconsistency between these Coupon and Voucher Terms, the specific terms set out in or on a Coupon or Voucher and our Terms of Service, any terms (whether set out in or on the Coupon or Voucher, in these Coupon and Voucher Terms or in our Terms of Service) that:

1. Limit the scope or amount of the Coupon or Voucher.
2. Limit our liability or obligations under or in connection with the Coupon or Voucher.
3. Limit how the Coupon or Voucher can be redeemed (including by imposing additional requirements for redemption).
4. Shorten the expiry or Redemption Period, or provide for additional ways in which the Coupon or Voucher may expire or be cancelled; or
5. Provide for additional identification, security, or fraud prevention requirements, will prevail to the extent of the inconsistency.

17. Privacy

Azelus collects personal information to redeem, honour and verify Coupons and Voucher, and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, suppliers and, as required, to Australian regulatory authorities. Acceptance or redemption of Coupons and Voucher is conditional on you providing this personal information. Azelus will also use and handle your personal information in accordance with its privacy policy (**Privacy Policy**). In addition to any use that may be outlined in the Privacy Policy, Azelus may also, for an indefinite period, unless otherwise advised, use the personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning you. You should direct any request to opt out, access, update or correct your personal information to Azelus and direct any complaints regarding treatment of your personal information in accordance with the Privacy Policy.

Cookies Policy

About cookies

Cookies are small text and data files which are downloaded and stored on your computer or a mobile device when you visit a website. Azelus Ltd. 13475548 (Azelus, us, our, and/or we) uses cookies to assist with the operation of our website and services.

Some of the cookies on our website are 'first party cookies' which are sent from our website to your browser and allow us to customise our service to you by storing data such as your login details as a convenience to you next time you log in.

The Azelus website also contains 'third party cookies' which are text and data files from external businesses that provide content, payment services or advertising on websites that you visit.

Cookies which are required to assist with the operation of a website are referred to as strictly necessary or essential cookies. Cookies which do not fall into this category are used for other purposes such as delivery of video content, payment, advertising, social media and tracking of your online movements.

Why do we use cookies?

The cookies contained on our website are both first- and third-party cookies. The specific types of first and third-party cookies contained on the Azelus website and the purposes for which they are used is disclosed in full below. Before you use the Azelus website for the first time, we will notify you that our website contains cookies and ask you to consent to our use of cookies in our interactions with you.

Alternatively, you may choose to disable some or all cookies by refusing to consent to our use of cookies or blocking the cookies through your browser. However, please note that if you do disable cookies from accessing your browser, some of the features of the site will may not work and we may not be able to provide you with the complete Azelus services.

Please note that any Personal Information about you which is collected by us through our use of cookies will be handled in accordance with our Privacy Policy.

Privacy Policy

Azelus Ltd. 13475548 (**Azelus Ltd., us, our, and/or we**) is committed to protecting and respecting your privacy.

This privacy policy (**Policy**) is compliant with the requirements of the Data Protection Act 2018 (as amended and supplemented from time to time) (**the Act**) and the United Kingdom Privacy Principles are available free of charge for you to access at <https://www.legislation.gov.uk/ukpga/2018/12/contents/enacted>.

Please be aware that except to the extent required by law, or when it is deemed impracticable to do so, you have the option of remaining anonymous, or using a pseudonym, when dealing with us in relation to a particular matter.

1. SCOPE OF POLICY

This Policy applies to all information or opinion about an identified individual or an individual who is reasonably identifiable (you), whether the information or opinion is true or not, and whether the information is recorded in a material form or not (**Personal Information**) that is collected, stored, used, and disclosed by Azelus.

In this policy, we explain the kinds of Personal Information we collect, how and why we collect and use it, and what controls you have over our use of it.

Please read the following carefully to understand our practices regarding the collection and use of your Personal Information.

2. PERSONAL INFORMATION THAT AZELUS COLLECTS AND HOLDS

The Personal Information collected, held, used, and disclosed by us includes, but is not limited to, the following information about you:

1. Name and/or username.
2. Date of birth (see section 3 below).
3. Gender.
4. Country of residence.
5. Email address.
6. Profile photo.
7. Password to your account.
8. Medical/health information (see section 3 below).
9. A record of pages you visit on our website or app.
10. Information collected through the use of cookies as set out in, and in accordance, with our Cookies Policy.
11. Information and data about you received from third party services and organisations – including but not limited to the Apple App Store, Google Play Store and Facebook.
12. Information about any complaints you may lodge.
13. Information about or related to your customised training program, support provided to you by our coaches or any other service we provide you through our website or app.

Some of the above information may also be classified as “health information” under the Act. Please see section 3 below for details about how we might collect, hold, use or disclose health information about you.

Information related to purchasing a subscription, including but not limited to billing address, phone number and payment information such as a credit card number (**Financial Information**) is processed by our third-party processors and we do not collect, store or maintain your Financial Information unless we tell you otherwise at the time of your purchase. For more information about Financial Information please see section 4 below.

3. HEALTH INFORMATION AND SENSITIVE PERSONAL INFORMATION

Given the nature of our business as provider of online fitness resources, we may also collect some sensitive information about you, for example, information about your health, which is afforded a higher level of privacy protection.

The Act includes the following information:

1. Information or an opinion about the health (including illness, disability, or injury) of an individual).
2. The individual’s expressed wishes about the future provisions of health services provided to him or her.
3. Personal information which is collect as part of providing a “health service”.

Under the Act, a “**health service**” includes (among other things) any activity intended or claimed to assess, maintain, or improve an individual’s health, or to record the individual’s health for the improving or managing the individual’s health.

Health Information which we might collect about you includes, but is not limited to:

1. Any medical issues (as may be relevant to your use of Azelus Coach Support, Training Programs, or similar services we provide to you).
2. Your health situation (for example, whether you are injured, pregnant or disabled, to the extent relevant to your use of the Azelus Coach Support, Training Programs, or other similar services we provide to you).
3. Your current height, weight, BMI, and measurements.
4. What facilities or equipment you use to train.
5. Training frequency.
6. Training experience.
7. Information and data about you received from third party services and organisations – including but not limited to the Apple Health App and My Fitness Pal.
8. Activity data, such as step count, sleep cycle, nutrition, and workouts.
9. Progress management – a weekly photo of you, and record of height, weight, measurements, and similar information, as you work towards your goals through our program.
10. Progress management – a record of your progress in weekly exercises.
11. Your daily calorie requirements calculated using the calorie calculator on our website or app.
12. Your specific nutritional requirements.
13. A description of your fitness and nutrition goals.
14. Any other information required for the provision of our programs to you.

We will not collect, use, or disclose any of your Health Information except to the extent necessary to provide a health service to you through our programs, and will ensure that any Health Information is collected, used and disclosed only in accordance with rules established by other competent health or medical bodies (where applicable) that deal with obligations of professional confidentiality.

4. THIRD-PARTY PAYMENT PROCESSING

When you make purchases through our website or app, the Apple App Store, Google Play Store or other third-party application, your payments are processed by a third-party processor.

In these instances, the third-party processor may collect certain Financial Information from you to process a payment on behalf of Azelus, including your name, email address, address and other billing information in which case the use and storage of your Financial Information is governed by the third-party processor’s terms, conditions and privacy policies.

5. HOW AZELUS COLLECTS AND HOLDS PERSONAL INFORMATION

We will only collect Personal Information from you directly unless it is unreasonable and impractical to do so.

We may collect Personal Information from you directly in the following ways:

1. If you purchase a membership with Azelus or create an account on our website or My PT Hub app / platform.
2. If you request assistance or advice from our online coaches.
3. If you make a request for support online, by the app, by email or by telephone.
4. If you participate in promotional offers.
5. If you choose to subscribe to our mailing list.
6. If you redeem a coupon / voucher issued by Azelus
7. By using cookies as set out in, and in accordance, with our Cookies Policy.
8. If you disclose information such as contact details via our website or My PT Hub app / platform.

In a situation where it is unreasonable or impractical to obtain Personal Information from you directly, you may be asked to consent to our collection of your Personal Information from a third-party.

We will always notify you after any of your Personal Information has been collected by us from a third party.

Azelus holds Personal Information in secure files that only the Azelus coach dedicated to the individual can access on NORDPass (an encrypted password vault that allows the storage of information).

We take reasonable steps to:

1. Protect your Personal Information from misuse, interference and loss and from unauthorised access, modification or disclosure.
2. Ensure that our system is appropriately backed-up to prevent the loss of your Personal Information.
3. Destroy or de-identify Personal Information when it is no longer required.

Some security measures that we have in place to protect your Personal Information include the following:

1. Access to the database where your personal information is stored is restricted to authorised staff members.
2. The password for database access is changed frequently.
3. We use well-known and widely used development technology to run and maintain our website.
4. Our hosting providers manage the server and database protection in accordance with standard web practices.

In the case that any of the Personal Information held by Azelus is lost, or subjected to unauthorised access, modification, disclosure or other misuse or interference, we will notify you immediately and advise you of the steps you should take in response to the breach. Additionally, if we receive any unsolicited Personal Information (i.e. we inadvertently obtain information about you that we did not request) we will determine whether we would have been able to obtain the information by the methods described in this section 4. If not, we will, as soon as practicable, destroy the information and ensure that the information is de-identified.

6. THE PURPOSE FOR WHICH AZELUS COLLECTS, HOLDS, USES AND DISCLOSES PERSONAL INFORMATION

Personal Information which is collected by Azelus will be held, used, and disclosed by us for the primary purpose of providing training and fitness regimes to our customers including:

1. Personalising our fitness regimes to help you achieve your individual fitness goals.
2. Formulating our fitness programs to suit your individual health requirements.
3. Providing you with the tools necessary to determine your nutritional requirements and track your food intake.
4. Notifying you of account activity or update (such as a completed training program, group comment or weekly check-in).
5. Sending you an email to notify you of any account changes or updates to our services (such as coach updates to our user programs, training group comments, or weekly check-ins).
6. Supporting and enhancing our relationship with you (this includes processing your membership subscription, providing you with better support and service and sharing company news and information with you).
7. To provide insights into the progress and experiences of Azelus members.
8. To deal with complaints.

Azelus may also disclose Personal Information to the extent required or authorised by applicable law, but otherwise will never do so without your consent or otherwise as expressly provided for in this Privacy Policy.

Azelus does not sell any of your Personal Information to third parties.

7. OVERSEAS STORAGE AND DISTRIBUTION OF PERSONAL INFORMATION

We will not distribute the Personal Information you provide to another foreign entity unless we are required to do so by law, or you provide your express consent to such a disclosure. Before disclosing any of your Personal Information to a foreign entity, we would also take reasonable steps to ensure that the entity to whom we disclose the information does not breach any of the United Kingdom Privacy Principles.

8. CONSEQUENCES IF ALL OR SOME PERSONAL INFORMATION IS NOT COLLECTED

You do not have to provide us with any Personal Information. However, if you choose to withhold any requested information, you may not be able to utilise our full offering, access special promotions or we may not be able to provide you with personalised support that is dependent upon the collection of such information.

9. HOW LONG WE RETAIN YOUR PERSONAL INFORMATION

We will only retain your Personal Information for as long as necessary to provide our services (as described in section 5 above) to you.

10. ACCESS, CORRECTION AND DELETION OF PERSONAL INFORMATION

You have a right to request access to your Personal Information and/or Health Information and to request its correction and/or deletion, by emailing us at customersupport@azelus.co.uk or by otherwise sending your request to the address specified in section 12 below.

Upon receipt of a written request from you, we will:

1. Give you access to the Personal Information and/or Health Information we hold about you within 30 days of receiving your request unless an exception to access applies under the Privacy Act.
2. Comply with our obligations under the Privacy Act to correct, amend, delete or cease to deal with any Personal Information and/or Health Information we hold about you if it proves to be factually inaccurate, incomplete, or irrelevant to the purpose(s) for which it is being held within 30 days. If a request is made to delete your Personal Information and/or Health Information, we will take all reasonable steps to delete the information except where the information is required for legal reasons.

11. COMPLAINTS PROCESS

If you have a complaint about the way we have dealt with your Personal Information please make a complaint in writing to our Customer Support Manager, whose details are included in section 11 below. We will respond to all complaints within 30 days.

Please note that you may lodge your complaint anonymously. However, this may limit our ability to deal with your complaint and implement a satisfactory remedy.

If you do not receive a response from us within the specified period, or are dissatisfied with our response, you may then lodge your complaint with the Information Commissioners office (**ICO**). Further details on how to lodge a complaint with the ICO can be accessed via the ICO website at: <https://ico.org.uk/>

12. CUSTOMER SUPPORT MANAGER CONTACT DETAILS

Name: Joshua Sacks

Email: Customersupport@azelus.co.uk